CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION SPECIFICATION NO.06-187 SEASONAL REQUIREMENTS FOR ADDITIONAL HAULING SERVICES FOR SNOW REMOVAL

DATE: September 15, 2006 PURCHASING DIVISION

K-STREET COMPLEX
440 SOUTH 8TH STREET

CONTRACT PERIOD: Winter Season 2006-2007 440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508

CONTRACTOR: LeRoy Hiskey Trucking, Co.

6601 Marcia Lane Lincoln, NE 68505

Company Representative: Randall Hiskey

(402) 441-7416

Telephone No.: 402-466-5913

FAX No.: 402-466-9731

E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER BID AND SPECIFICATION AT \$70.00 AN HOUR

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #077283 Dated:9-12-06

77283

SEASONAL REQUIREMENTS FOR ADDITIONAL HAULING SERVICES FOR SNOW REMOVAL **SPECIFICATION NO. 06-187 CONTRACT AGREEMENT**

CCOPY

THIS AGREEMENT, made this 13th day of 5tht, 2006, by and between LeRoy Hiskey Trucking Co., 6601 Marcia Lane, Lincoln, NE 68505, hereinafter referred to a Contractor, and CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish snow removal in a timely manner, it is then necessary to acquire additional resources for the purpose of snow removal from City streets.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow removal services for the City.

NOW, THEREFORE, WITNESSETH, that:

- 1. The Contractor hereby agrees to perform snow removal services as hereinafter set forth during the 2006-07 winter season beginning on or about November 15, 2006 and ending on or about March 15, 2007.
- The Contractor shall furnish hauler(s) for such purpose that meet or exceed the following 2. specifications:
 - GVW RATING: Not less than 44,000 lbs. 2.1
 - 2.2 AXLES: Must be tandem rear.
 - If truck capacity warrants additional rear axles, the Contractor is expected to have 2.2.1 the trucks so equipped.
 - 2.3 CAB: Fully enclosed, with all glass in place and in good condition, heater and defroster, windshield wipers and right and left side mirrors with a minimum size of 60 square inches.
 - 2.4 LIGHTS: All lights required by the Federal Motor Vehicle Safety Standards, Section 108.
 - FUEL TANKS: Not less than 50 gallons capacity. 2.5
 - DUMP BODIES: Shall not be less than 18 cubic yard water level capacity (including side 2.6 extensions), aluminum or steel construction, hydraulic lift and with a cab controlled tailgate release or a mechanical release located just behind the driver's door.
 - Side extensions shall be constructed of wood or metal and shall not extend side 2.6.1 height above the top of the tailgate.

EQUIPMENT TO BE USED

Vehicle No.	Model No.	Year	Per Hour	
1 - Truck #2	RW713	1993	\$70.00	
2 - Truck #3	CH613	1995	\$70.00	
3 - Truck #6	CH613	2005	\$70.00	
4 - Truck #7	CH613	1999	\$70.00	
5 - Truck #8	CH613	1998	\$70.00	
6 - Truck #10	CH613	1999	\$70.00	
7 - Truck #11	RW713	1993	\$70.00	
8 - Truck #12	RW713	1989	\$70.00	
9 - Truck #15	CH613	1998	\$70.00	

Vehicle No.	Model No.	Year	Per Hour
10 - Truck #16	CH613	1999	\$70.00
11 - Truck #17	CH613	2205	\$70.00
12 - Truck #		2000	\$70.00

2.7 GENERAL INFORMATION:

- 2.7.1 All truck(s) must meet or exceed the above minimum specifications.
- 2.7.2 All truck(s) must be well maintained and in good condition to ensure reliability.
 - 2.7.2.1 If, in the opinion of the Public Works Department's Fleet Manager, truck(s) do not meet this criteria, they will not be used for snow hauling until the Contractor has corrected the deficiencies sufficiently to ensure reliability.
- 2.7.3 All truck(s) must comply with all current provisions of the National Traffic and Motor Vehicle Safety Act and all State of Nebraska vehicle laws and weight requirements.
- 2.8 Contractor shall be responsible for all fuels, lubricants, repairs and maintenance of truck(s).
- 3. The contractor is an independent contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City.
 - 3.1 Contractor shall be expected to provide the truck(s) continuously from the beginning of the operation until the operation is terminated by the City of Lincoln.
 - 3.2 Hauler shall employ sufficient operator(s) to provide for continuous around-the-clock operation.
 - 3.3 Hauler must be prepared to provide trucks(s) for hauling snow within 6 hours after being contacted by the Director of Public Works or his representative.
 - 3.4 No minimum or maximum hours of work are assured.
- 4. The Contractor shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury with a \$2,000,000 aggregate.
 - 4.1 An Insurance Certificate of Accord issued from the Insurance Carrier shall be sent to the City Purchasing Dept. before a contract will be issued.
 - 4.2 The Certificate must show the time duration of the policy, including the policy's starting and ending date, and list the *City of Lincoln as "additional insured*".
 - 4.3 The policy shall insure the City from any and all demands, claims, causes of action, either at low or in equity, resulting from the use of said equipment.
 - 4.4 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either by low or in equity arising out of performance of snow removal services.
 - 4.5 The contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
 - 4.6 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
- 5. Operator(s) shall be fully trained in the operation of the truck and licensed to operate said vehicle in accordance with State and Federal Law.
- 6. Truck(s) shall be operated in a safe and courteous manner, and in compliance with all Federal, State and local traffic laws.
- 7. Contractor shall notify the City of Lincoln of any mechanical failure to the truck(s) that prevent its use for hauling snow.
 - 7.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of Lincoln that the truck(s) is available again.
 - 7.2 No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
- 8. Dump Body Capacity AND BID EVALUATION.
 - 8.1 Bids will be evaluated on the basis of the cost per cubic yard per hour and the size of the dump box, to determine the best value for the City.
 - The cubic yard capacity shall be calculated on inside dimensions.

SPECIFICATION NO. 06-187

BID OPENING TIME: 12:00 NOON DATE: June 28, 2006

Hiskell orig

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE SEASONAL REQUIREMENTS FOR: ADDITIONAL HAULING SERVICES FOR SNOW REMOVAL

BIDDING SCHEDULE

The following equation shall be used for computing your bid: Dividing the hourly rate for the truck by the cubic yard capacity of the box to determine the cost per cubic yard per hour.

Hourly rate for providing truck and operator divided by the cubic yard capacity of the truck body results in the cost per cubic yard per hour:

VEHICLE NO. 1: Truck No. : 2	YEAR: 1993 MAKE MACK MODEL: RW713 LICENCE PLATE NO.: 27/35 VEHICLE COLOR: RTRUCK BODY I.D.: 192 "LX 86" WX 60" SIDE HE CU. YD. CAPACITY: 21,21 HOURLY RATE: \$ 70,00 COST PER CUBIC YARD PER HOUR:	ed-Biack EIGHT \$_3.30
VEHICLE NO. 2: Truck No. : 3	YEAR: 95 MAKE: MACK MODEL: CH613 LICENCE PLATE NO.: 27 186 VEHICLE COLOR: Re TRUCK BODY I.D.: 192 "LX 86 "WX 60" SIDE HE CU. YD. CAPACITY: 2121 HOURLY RATE: \$ 7000 COST PER CUBIC YARD PER HOUR:	D Black EIGHT \$_3.30
VEHICLE NO. 3: Truck No. : (YEAR: OS MAKE: MACK MODEL: CH6/3 LICENCE PLATE NO.: VEHICLE COLOR: RATUCK BODY I.D.: 198 "LX 86" "WX 60" SIDE HE CU. YD. CAPACITY: 21.89. HOURLY RATE: \$ 70.000 COST PER CUBIC YARD PER HOUR:	.0/6/ac/C IGHT \$_3.2○
VEHICLE NO. 4: Truck No. : 7	YEAR: 99 MAKE: MACK MODEL: C#613 LICENCE PLATE NO.: 27138 VEHICLE COLOR: ROTTRUCK BODY I.D.: 192 "LX 86" "WX 60" "SIDE HEI CU. YD. CAPACITY21, 21. HOURLY RATE: \$ 70.00 COST PER CUBIC YARD PER HOUR:	D/Black 196HT \$_3.30
VEHICLE NO. 5: Truck No. :	YEAR: 98 MAKE: MACK MODEL: CHG/3 LICENCE PLATE NO.: VEHICLE COLOR: K TRUCK BODY I.D.: 192 "LX \$6 "WX 60" "SIDE HEI CU. YD. CAPACITY: 2121 HOURLY RATE: \$ 70 (x) COST PER CUBIC YARD PER HOUR:	12 / Black SHT / \$ 3,30
/EHICLE NO. 6: Fruck No. :/O	YEAR: 99 MAKE: MCCK MODEL: CH6/3 LICENCE PLATE NO.: 27/99 VEHICLE COLOR: TRUCK BODY I.D.: 192 "LX 36" WX 60 " SIDE HEIGHT CU. YD. CAPACITY 21, 21. HOURLY RATE: \$ 70,00	GHT

VEHICLE NO. 7; Truck No. : //	YEAR: 93 MAKE: MODEL: 164713 LICENCE PLATE NO.: 27180 VEHICLE COLOR: 16 TRUCK BODY I.D.: 162 "LX36" WX 60" SIDE HE CU. YD. CAPACITY: 2121. HOURLY RATE: \$ 7000 COST PER CUBIC YARD PER HOUR:	1 Black EIGHT \$_3-30
VEHICLE NO. 8: Truck No. :/Z	YEAR: 89 MAKE MACK MODEL: RW713 LICENCE PLATE NO.: 2718/ VEHICLE COLOR: RETRUCK BODY I.D.: 192 "LX & "WX 60" SIDE HE CU. YD. CAPACITY: 21,21. HOURLY RATE: \$ 70.00 COST PER CUBIC YARD PER HOUR:	<u>0 /B</u> /ac ≿ ====================================
VEHICLE NO. 9: Truck No.	YEAR 98 MAKE: MORL MODEL: CH (13) LICENCE PLATE NO. 27183 VEHICLE COLOR: Red Blace TRUCK BODY I.D.; 92"LX 86"WX 60" SIDE HEIGHT CU. YD. CAPACITY: 21.21 HOURLY RATE: \$ 70,00 COST PER CUBIC YARD PER HOUR:	s <u>3.30</u>
VEHICLE NO. 10: YEAR Truck No. : 16	HAKE: MAREL MODEL: CHG13 LICENCE PLATE NO.: VEHICLE COLOR: TRUCK BODY I.D.: 192 "LX 86 "WX 60" SIDE HE CU. YD. CAPACITY: 21.21. HOURLY RATE: \$ 70,000 COST PER CUBIC YARD PER HOUR:	IGHT \$ <u>3.30</u>
Truck No. : [7]	LICENCE PLATE NO.: VEHICLE COLOR: LET TRUCK BODY I.D.: 198 "LX 86 "WX 60" SIDE HEI CU. YD. CAPACITY 21.89. HOURLY RATE: \$ 1000 COST PER CUBIC YARD PER HOUR:	\$ 3.20
Tot- VEHICLE NO.13: YEAR: Truck No. :	LICENCE PLATE NO.: 32572 VEHICLE COLOR: MODEL: TRUCK BODY I.D.: 192 "LX 86 "WX 60" SIDE HEI CU. YD. CAPACITY: 21,21. HOURLY RATE: \$ 76,00 COST PER CUBIC YARD PER HOUR:	
VEHICLE NO.14: YEAR: Truck No. :	MAKE: MODEL: LICENCE PLATE NO.: VEHICLE COLOR: TRUCK BODY I.D.: "LX "WX " SIDE HEICU. YD. CAPACITY: HOURLY RATE: \$ COST PER CUBIC YARD PER HOUR:	GHT \$
VEHICLE NO.15: YEAR:_ Truck No. :	MAKE: MODEL: LICENCE PLATE NO.: VEHICLE COLOR: TRUCK BODY I.D.: "LX "WX " SIDE HEIGHT CU. YD. CAPACITY: HOURLY RATE: \$ COST PER CUBIC YARD PER HOUR:	ЭНТ \$
BIDDER'S NOTE If addition	onal vehicles are to be used for snow removal, submit an addition	onal Bid Proposal

BID SECURITY REQUIRED:

Yes___ No <u>X</u>

Nebraska, by mutual agreement with the successful bidderight to purchase the same services, at the prices quoted,	make available to other local government entities of the State of er, and properly authorized interlocal purchasing agreements, the for the period of this contract. Each bidder shall indicated on the Political Subdivision orders in accordance with the contract terms ancaster County.
YESNO If "YES", Contract supplier or suppliers may honor pricing counties. Terms and conditions of the contract must be m circumstances shall the City of Lincoln/Lancaster County I political sub-divisions, cities or counties.	and extend the contract to political sub-divisions, cities and net by political sub-divisions, cities and counties. Under no be contractually obligated or liable for any purchases by these
The undersigned signatory for the bidder represents and v proposal to the City, and to enter into a contract if this prop	warrants that he has full and complete authority to submit this posal is accepted.
	F PROPOSAL AND SUPPORTING MATERIAL. ELOPE: SEALED BID FOR SPEC. 06-187
Loky E. Hiskey Tricking GIRC COMPANY NAME GOI MOVCIA COMP STREET ADDRESS OF P.O. BOX (INCOM MP 68503 CITY, STATE ZIP CODE 466-5913 466-9731 TELEPHONE NO. FAX NO.	Randon S Alley (Print Name) Prosident (Title) 6-27-06 (Date)
E-MAIL ADDRESS	ESTIMATED DELIVERY DAYS
	TERMS OF PAYMENT

period of time and not be restricted to just snow removal duties.

Yes, I agree to participate in disaster/cleanup plan, if called upon.

No, I do not wish to participate in the City's disaster/cleanup plan.

Bids may be inspected in the Purchasing Division during normal business hours <u>after</u> tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid

The Intent to Award will be listed on the website when a recommendation is received from the Department

THIS AGE	REEM	ENT, made this_	c	lay of	_, 2006, by and	between		, hereinafter	
referred to	a Con	tractor, and CIT	Y OF LII	NCOLN, a body	corporate and po	olitic, hereinafte	er referred	to as City.	
WHEREA	S, the	City has full res	ponsibii	lity and control o	ver all City stree	ts and all matte	ers pertai	ning thereto; and	
WHEREA	S, fro	m time to time th	ne City's	resources are i	nsufficient to ac	complish snow	removal	in a timely manne	r, it is
then neces	sary t	o acquire additio	onal res	ources for the p	urpose of snow	removal from C	ity street	ts.	
WHEREA	S, it is	the purpose of	this Con	tract to provide t	or the Contracto	or to perform sn	ow remo	val services for the	e City.
NOW, THE	EREF	ORE, WITNESSI	ETH, tha	t					
1.	The	∋ Contractor he	reby agr	rees to perform s	snow removal se	ervices as here	inafter se	et forth during	
	the	2006-07 winter	seasor	n beginning on o	r about Novemb	er 15, 2006 ar	nd ending	on or about	
		rch 15, 2007.				•	•	,	
2.	The	e Contractor sha	all furnis	h hauler(s) for s	uch purpose tha	at meet or exce	ed the fo	llowing specificat	ions:
	2.1	GVW RATIN	IG: Not	less than 44,00	0 lbs.				
	2.2								
		2.2.1 If truc	k capac	ity warrants addi	itional rear axles	s, the Contracto	Σ		
				ed to have the tr					
	2.3	CAB: Fully	enclose	d, with all glass	in place and in (good condition	, heater a	and defroster, win	dshield
	24	wipers and i	right an	d left side mirro	rs with a minimu	ım size of 60 s	quare in	ches.	
	2.4 2.5	ELICITANIZ	ugnts fi Co Nost	equired by the Fo	egeral Motor Ve	nicle Safety Sta	andards,	Section 108.	
	2.6			ess than 50 gall					
	2.0	extensions)	okumin	all not be less th	an 18 cubic yar	d water level c	apacity (i	ncluding side	
		extensions),	diummi I rolose	um or steel cons se located just b	struction, nyerat	liic lift and with	a cab co	ontrolled tailgate re	elease or
		2.6.1 Si	de eyte	neione ehall ha	enina me anver constructed of v	s door.	and aball	not extend side h	alabi
				top of the tailga		voou or metara	anu snan	Tior extend side ti	eigrit
				top of the tailga	ic.				
QUIPMENT TO	BE US	<u>ED</u>							
Vehic	i	No. a. a.	V	5					
Veriici	e <u>#</u>	Model #	Year_	Per Hour	Vehicle#	Model #	Year_	Per Hour	
Vehic	e <u>#</u>	Model #	Year_	Per Hour	Vehicle #	Model#_	_ Year_	_Per Hour	
Vehicle	e <u>#</u>	Model #	_ Year_	Per Hour	Vehicle#	Model#	Year_	_Per Hour	
Vehicle	e <u>#</u>	Model #	_ Year_	Per Hour	Vehide#	Model#	_ Year_	_Per Hour	
Vehicle	e #	Model #	Voor	Per Hour	Vehicle#				
					venice <u>#</u>	wodel#	rear_	_Per Hour	
Vehicle	÷ <u>#</u>	Model #	_ Year_	_ Per Hour	Vehicle#	Model #	_ Year_	_Per Hour	
Vehicle	#	Model #	_Year_	_Per Hour	Vehicle #	Model#	_ Year_	_Per Hour	
Vehicle	#	Model #	Year_	_Per Hour					
	2.7	GENERAL INF							
		2.7.1 Ali truci	(s) mus	t meet or excee	d the above mir	nimum specific	ations.		
				t be well mainta					
		2.7.	∠1					eet Manager, truc	
								hauling until the C	ontractor
		2.7.3 All t	mich(a) :		the deficiencies				Maktele
								Traffic and Motor	venicie
•	2.8			and all State of N				irements.	

- 3. The contractor is an independent contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City. Contractor shall be expected to provide the truck(s) continuously from the beginning of the operation until the operation is terminated by the City of Lincoln. 3.2 Hauler shall employ sufficient operator(s) to provide for continuous around-the-clock operation.
 - 3.3 Hauler must be prepared to provide trucks(s) for hauling snow within 6 hours after being contacted by the Director of Public Works or his representative.
 - 3.4 No minimum or maximum hours of work are assured.
- 4. Contractor shall provide general liability insurance in the amounts As listed in the attached Insurance requirements.
- 5. Operator(s) shall be fully trained in the operation of the truck and licensed to operate said vehicle in accordance with State and Federal Law.
- 6. Truck(s) shall be operated in a safe and courteous manner, and in compliance with all Federal, State and local traffic laws.
- 7. Contractor shall notify the City of Lincoln of any mechanical failure to the truck(s) that prevent its use for hauling snow.
 - 7.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of Lincoln that the truck(s) is available again.
 - 7.2 No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "'downtime" and the hourly rate will not resume until the equipment is back in use in the field.
- 8. Dump Body Capacity AND BID EVALUATION.
 - Bids will be evaluated on the basis of the cost per cubic yard per hour and the size of the dump box, to determine the best value for the City.
 - 8.2 The cubic yard capacity shall be calculated on inside dimensions.
 - 8.2.1 Loss due to floor to side radius and hydraulic cylinder cover shall not be deducted from lease cubic yard capacity.
 - 8.3 The City of Lincoln reserves the right to request any or all vehicles bid to be delivered to the Public Works Garage, 901 North 10th Street, Lincoln, NE, for cubic yard capacity verification.
 - 8.4 Failure to respond to verification or error in measurement by the contractor may be grounds for rejection of bid or termination of the contract.
 - 8.5 Calculation shall be accomplished by dividing the hourly rate for the truck by the cubic yard capacity of the box to determine the cost per cubic yard per hour.
 - 8.6 Bidders shall submit their bids on the attached Bid Proposal Form.
 - 8.7 More than one truck may be bid; however, each section of the Bid Proposal Form must be completed for each truck proposed.
- 9. It shall be understood that the City of Lincoln will not guarantee a minimum or maximum number of hours of work, but that the equipment and operator(s) shall stand ready to respond should they be called upon.
- 10. The hourly rate and cost per cubic yard per hour shall remain firm through the last snow removal operation.
- 11. All Trucks must be numbered and the truck number must be displayed on the exterior of the truck in a location visible from the street.
- cks

12.	Similar capacity trucks may be substituted in service in the event of mechanical breakdown of primary true upon approval by the City's field supervisor.								
TTEST	Dated this	day of	, 2006.	CITY OF LINCOLN					
CITY CI	ERK			MAYOR					
				CONTRACTOR LeRey E. Hiskey Tricking Co Inc. Company Name					
				6601 mare HA Cano					
				Company Address					
				AUTHORIZED SIGNATURE					